

**TENDER NOTICE**

**Subject: Tender for engagement of Social Media Network Agency for NCCF of India Limited**

**TENDER DATE SHEET**

<b>Sl. No.</b>	<b>Event</b>	<b>Date</b>	<b>Time</b>
1.	Publication of tender	17.03.2023	10.00 AM
6.	Last date for submission of bids	30.03.2023	17:00 hrs
7.	Opening of bids	31.03.2023	11:00 hrs  (if this date is a holiday, the responses to tender will be opened at same time on next working day)
8.	Presentation by eligible bidders	02.04.2023	To be communicated later to eligible bidders
9.	EMD Amount	Rs. 20000.00	In favour of MD NCCF, New Delhi (in form of DD)

NCCF's single point of contact for this tender and correspondence is:

General Manager (P&A)  
3 Siri Institutional Area Hauz Khas New Delhi-110016  
E-mail: ----nccf@rediffmail.com

## 2. Invitation for bids:

(i) NCCF of India Limited (NCCF) requests for bids from eligible bidders for engagement of Social Media Network Agency for a period of 1 year, further extendable as per requirement of NCCF on yearly basis subject to satisfactory performance and mutual agreement.

(ii) The scope of work is mentioned at **Annexure-I**, which will be taken into account.

3. Tender document can be downloaded from the website of NCCF <http://www.nccf-inida.com> (for reference only) and as per the schedule given in tender date sheet given above.

(i) The prospective bidders may submit queries related to specific clauses of the tender document online only through GeM portal the specific section and clause of the tender document and the clarification required on this clause. NCCF of India Limited shall not be responsible for ensuring that the prospective bidders' queries have been properly registered in GeM Portal. Any requests for clarifications received after the indicated date shall not be entertained by NCCF of India Limited.

(ii) No recording will be permitted during pre-bid meeting or any meeting / presentation during evaluation process. Bid of any bidder caught recording during pre-bid meeting or any meeting / presentation during evaluation process will be rejected outright.

(iii) NCCF of India Limited does not undertake to answer all the queries that have been posed by the prospective bidders.

(iv) At any time prior to the bid submission end date, NCCF of India Limited may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by a corrigendum. The corrigendum, if any, shall be deemed to be incorporated into this tender document.

(v) In order to provide prospective bidders reasonable time for taking into account the corrigendum, NCCF of India Limited may, at its discretion, extend the last date for submission of bids.

Type your text

4. The eligibility criteria and details to be submitted with the technical bid are given in **Annexure - II to VIII**.

5. Submission of bids: The interested bidders may submit the bids online only as prescribed. All the documents in support of eligibility criteria etc. are to be scanned and uploaded along with the bid documents. Bid documents may be scanned with minimum 100 dpi with black and white option which helps in reducing size of the scanned

document. Bids sent by any other mode or incomplete bids will not be accepted. Bids received after the expiry of stipulated date and time for the purpose will not be opened. NCCF will not be responsible for late receipt of bids. Copy of this tender document need not be submitted along with bid documents.

6. **Pagination and authentication of bid documents:** Each page of the documents being submitted by the bidders should be sequentially numbered. Further, the undertakings / certificates as mentioned in **Annexure – III to V and Annexure - VIII** should be signed by the authorized signatory and rubber stamped in token of having been submitted as per the terms and conditions laid down in the tender document. The certificate mentioned in **Annexure - VII** should be signed by the Chartered Accountant and rubber stamped by the company / firm of Chartered Accountant (if any).

7. **Language of the bid:** All bids documents shall be in English. If any document is provided in any other language then its English translation, authenticated by affixing the sign and rubber stamp of authorized signatory, should also be provided with the bid. Any document in any other language will not be considered for evaluation if its English translation has not been provided and authenticated by the authorized signatory in the manner indicated above. If the English translation is found to be wrong at any stage then it will be considered incorrect information and such bid / Agency (the successful bidder with whom NCCF will sign the Agreement) will be treated in the manner laid down in the tender document for providing incorrect information. All correspondence etc shall be in English.

#### **8. Earnest Money Deposit (EMD):**

(i) An undertaking for EMD will be submitted in **Annexure –III**.

(ii) If the bid is received without the undertaking for EMD, it would not be considered and would be rejected summarily.

9. **Validity of bids and EMD:** The bids and undertaking for EMD should be valid for a period of six months from the last date of submission of bids. In case NCCF so requires, the validity of the bids and undertaking for EMD shall be extended by such time as required by NCCF within the specified time, failing which the concerned bids shall not be considered for further evaluation.

10. **Tampering with / modification tender document:**

(i) Bidders shall not tamper with / modify the tender document in any manner.

(ii) In case the tender document is found to be tampered with / modified in any manner, the bid will be treated in the manner laid down in the tender document for providing incorrect information.

#### **11. Providing incorrect information:**

(i) If any information provided or statement made in the bid documents is found to be incorrect or the tender document is found to be tampered with or modified in any manner,

the bid will be summarily rejected. Further, such bidder / Agency would be banned for a period of 3 years from doing business with NCCF.

(ii) If any information provided or statement made in the bid documents is found to be incorrect after award of work, the work order of such Agency will be terminated and the matter will be dealt with in accordance with the manner laid down in the tender document for cancellation of work order / termination of Agreement.

12. Submission of more than one bids: If a bidder submits more than one bids, all the bids of such bidder will be summarily rejected.

13. Modification / withdrawal of bids:

(i) Bidders can only modify the bid online before bid submission date and time.

(ii) No bidder is allowed to withdraw the bid after submission of bid.

(ii) Once the bid is withdrawn, the bidder will not be able to submit the bid again.

14. Consortium, joint venture and sub-contracting:

(i) Bidders in consortium and joint venture are not eligible to apply.

(ii) Sub-contracting / sub-letting are not allowed either in part or full. If such matter comes to NCCF's notice, the work order / Agreement will be terminated and the matter will be dealt with in accordance with the manner laid down in the tender document for cancellation of work order / termination of Agreement.

**15. Financial bid / prices:**

(i) The bidder shall quote a consolidated amount as per proforma in **Annexure – X**. The financial bid should be signed by the authorized signatory and rubber stamped in token of having been submitted as per the terms and conditions laid down in the tender document.

(ii) The consolidated amount quoted by the bidder should be inclusive of all manpower support required for the project execution and continuous support during the entire period of Agreement.

(iii) Financial Bid should be inclusive of all taxes for the year of quote.

(iv) The amount payable to the Agency will be increased every year by the percentage indicated in the proforma for financial bid.

(v) In case the period of Agreement is extended, the amount payable to the Agency will be increased every year by the percentage indicated in the proforma for financial bid.

(vi) The number of manpower may be increased or decreased during the period of Agreement as per requirement of NCCF and the amount payable will be increased or decreased on pro-rata basis.

(vii) The price quoted in the financial bid should not include expenditure towards buying online advertisements on various websites and mailing services. These charges would be paid separately as per BOC rates wherever applicable or as per mutual agreement on actual basis on production of authentic bills. Agency should take prior approval of NCCF for incurring such expenditure.

## 16. Evaluation of bids:

(i) The bids will be opened online as per GeM Portal e-tender date sheet given above.

(ii) Subsequently, the technical bids will be scrutinized to determine eligibility as per criteria mentioned in **Annexure-II**.

(iii) Mentioning financial quotation in technical bid will result in disqualification of the bid.

(iv) The eligible technical bids will be evaluated in two stages – Stage 1 and Stage 2 by a committee constituted by NCCF as per criteria laid down in **Annexure-IX**.

(v) Only those technical bids which obtain equal to or more than the minimum marks in Stage 1 as mentioned in **Annexure-IX** will qualify for evaluation in Stage 2. It may be noted that marks, not technical score (explained below), will be considered for the purpose.

(vi) Those bidders who qualify for Stage 2 will have to make a presentation of 5-7 minutes covering the points mentioned in the table in **Annexure-IX**. The presentation may be followed by questions from the committee constituted by NCCF for the purpose. 2-3 members will be allowed in each bidder's team attending presentation. The presentations will be evaluated as per criteria mentioned in **Annexure-IX**.

(vii) Those bidders who qualify for Stage 2 but do not make any presentation before the committee constituted by NCCF for the purpose would not be considered for further evaluation.

(viii) The bids which obtain equal to or more than the minimum marks in Stage 1 and Stage 2 combined as mentioned in **Annexure – IX** will be declared technically qualified and the financial bids of only these bidders will be opened. It may be noted that marks, not technical score (explained below), will be considered for the purpose.

(ix) The technical score, of each technical bid whose financial bid has been opened, will be computed as per the formula given below:

$$Ts = (T \div Tmax) \times 100$$

Where,

Ts is the technical score obtained by a particular technical bid

T is the marks obtained by a particular technical bid

Tmax is the marks obtained by the highest evaluated technical bid.

(x) The financial score of the financial bids being considered will be computed as per the formula given below:

$$Fs = (Fmin \div F) \times 100$$

Where,

Fs is the financial score obtained by a particular financial bid

F is the particular financial bid, including taxes

Fmin is the lowest financial bid, including taxes.

(xi) In deciding the final selection of the agency, the technical score will be given a weightage of 70% and the financial score shall be allocated a weightage of 30%. The overall score of each bid being considered will be computed as per the formula given below:

$$Os = (0.7 \times Ts) + (0.3 \times Fs)$$

Where, Os is the overall score obtained by a particular bid being considered

Ts and Fs are as explained above.

(xii) The committee constituted for evaluation of bids will correct any computation errors, in case of discrepancy.

(xiii) Any bid which does not provide the required information will be treated as a non-responsive bid and may be rejected.

(xiv) The bids being considered will be ranked in terms of overall score.

(xv) The bidder with the highest overall score (H-1) will be considered for award of work.

(xvi) Any effort by or on behalf by the bidders to influence NCCF in the examination, evaluation, ranking of bids and recommendation for award of work may result in the rejection of the bidder's bid.

#### **17. Performance Bank Guarantee (PBG):**

(i) The successful bidder will have to furnish Performance Bank Guarantee (PBG), as per proforma at **Annexure – XI**, for an amount of 5% of the value of work order from any Commercial Bank and sign an Agreement as per **Annexure – XII** within 10 days of issue of work order by NCCF.

(ii) If the Agreement with the Agency is extended, the validity of the PBG will also have to be correspondingly extended by the Agency.

(iii) The PBG must be drawn in favour of Pay & Account Officer, NCCF of India Limited, payable at New Delhi.

(iv) The PBG should be valid for 60 days beyond the period of validity of Agreement.

(v) The PBG would be returnable after end of Agreement subject to fulfilment of terms & conditions of the Agreement and any deductions that may be decided by competent authority.

(vi) No interest is payable on this deposit.

(vii) If the successful bidder does not provide the PBG within stipulated time or not as per requirements stipulated above, then the work order or order issued for extension of Agreement will be cancelled and the matter will be dealt with in accordance with the manner laid down in the tender document for cancellation of work order / Agreement.

#### **18. Terms of payment:**

(i) The payment will be made on monthly basis subject to satisfactory assessment of the work done.

(ii) The Agency will be required to submit monthly work done report or as required as per the scope of work for assessment by NCCF.

(iii) No advance payment will be made.

(iv) All payments shall be made in Indian Rupees through bank transfer.

#### **19. Conflict of interest:**

(i) The bidder / Agency is required to provide professional, objective and impartial advice and at all times hold NCCF's interests paramount, strictly avoid conflicts with other assignments / jobs or their own corporate interest and act without any consideration for future work.

(ii) Without limitation on the generality of the foregoing, bidder / Agency, and any of its affiliates, shall be considered to have a conflict of interest and shall not be hired under any of the circumstances set forth below:

- a. **Conflicting activities:** A bidder / Agency or any of its affiliates, selected to provide any assignment / job for this project shall be disqualified from subsequent downstream supply of goods or works or services resulting from or directly related to this project.
- b. **Conflicting assignment / job:** A bidder / Agency (including its affiliates) shall not be hired for any assignment / job that, by nature, may be in conflict with another assignment / job of the bidder / Agency to be executed for the same or for another employer.
- c. **Conflicting relationships:** A bidder / Agency that has a business or family relationship with a member of the NCCF staff who is directly or indirectly involved in any part of the project shall not be awarded the work.

(iv) Bidders / Agency have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interests of NCCF, or that may reasonably be perceived as having this effect. If the bidder / Agency fails to disclose said situations and if NCCF comes to know about any such situation at any time, it may lead to the disqualification of the bidder / Agency during bidding process or the termination of Agreement during execution of the assignment.

#### **20. Code of conduct and business ethics:**

(i) NCCF is committed to its values and beliefs and business practices and it is committed to ensure that the bidders / Agency, who deal with NCCF, also comply with these principles.

(ii) Bribery and corruption: Bidders / Agency are strictly prohibited from directly or indirectly (through intermediaries or sub-contractors) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract.

(iii) Integrity: Bidders / Agency shall maintain high degree of integrity during the course of their dealings with NCCF. If it is discovered at any stage that any business / Agreement was secured by playing fraud or misrepresentation or suppression of material facts, such business / Agreement shall be voidable at the sole option of NCCF.

21. In case any bidder / Agency go into liquidation or there is a change in business / management, it shall promptly intimate the same to NCCF.

#### **22 Disclaimer:**

(i) NCCF reserves the right

- (a) To cancel the tender at any time without assigning any reason thereof and without incurring any liability
- (b) To amend / withdraw / relax / waive any of the terms and conditions contained in the tender document, without assigning any reason thereof
- (c) To reject any / all bids without assigning any reason thereof and without incurring any liability

- (d) To include any other item in the scope of work at any time after consultation with prospective bidders / Agency or otherwise
  - (e) To solicit additional information from any bidder.
- (ii) The information submitted in response to this tender may be subject to public release as per RTI Act. Therefore, bidders are advised not to include any proprietary or confidential information in their bids. Bidders responding to this tender assume the risk of public disclosure if confidential information is provided in their bids.
- (iii) This tender document is not to be construed as a commitment by NCCF to contract for services.
- (iv) NCCF shall have the right to make any alterations, omissions, additions or subtractions in items / services, mentioned in the scope of work, at the time of award of work. NCCF will give intimation of such alteration etc to the successful bidder and additional cost / deduction in the bid prices, based on the financial bid submitted by the bidder, will be worked out with the bidder. In case the bidder does not agree for such alterations etc, NCCF will be free to award the work to the next eligible bidder.
23. All the costs associated with bidding in response to this tender document will have to be borne by the bidders. All the costs associated with preparing and signing the Agreement will be borne by the bidder with whom NCCF proposes to sign the Agreement.
24. NCCF will not pay for any information or service provided as a result of this tender document. Further, NCCF will not recognize or reimburse any cost associated with submission of bids in response to this tender document.
25. Cancellation of work order / termination of Agreement: In the cases for which this provision is applicable as per this tender document, Performance Bank Guarantee (PBG) of the bidder / Agency will be forfeited. Further, the bidder / Agency would be banned for a period of 3 years from doing business with NCCF.

## **ANNEXURE-I**

### **SCOPE OF WORK**

1. Deploying a team of 2 social media experts who would be responsible for gathering, collating, designing, writing and posting, retweeting / re-posting content on the social media handles under supervision of NCCF. This team should have



a proper representation of strategic advisers / team lead, content writers and designers with proper linguistic and technical competence. They would be available on site at the premises of NCCF during office hours but remain available 24 x 7. [Note: (i) The deployed personnel for whom office space is not available in NCCF premises would operate from the Agency's premises at no extra cost to NCCF and the Agency will be responsible for ensuring their attendance; (ii) these personnel will be deployed / changed only after NCCF's approval; (iii) the team would work exclusively for NCCF, if it comes to NCCF's notice that some team member(s) were working on some other project on some day(s) then the payment to the Agency will be stopped and blacklisting of the Agency may be initiated]

2. Maintenance and upgradation / improvement of already created social media platforms and creation, maintenance and upgradation / improvement of additional social media platforms as required by NCCF, Creation of blogs and other content (keeping in mind platform limitations for e.g., character limitation) in Hindi, English and other languages required by NCCF for posting on social media platforms. Besides still creative, at least 2 tweets each working days 2 posts on the facebook, instagram, 1 Videos(Long/Short) daily, 1 blog and 8 GIFs will be created per month.
3. Sentiment analysis, Online Reputation Management (ORM), responding to posts as required.
4. Increasing the visibility of NCCF initiatives on social media so that the viewership of material posted on NCCF social media platforms is enhanced and followership of NCCF social media platforms increases.
5. To moderate the social media platforms to avoid spam, advertisements and inappropriate content and unwanted comments.
6. Designing and executing contests, campaigns and promotions to generate buzz about NCCF's activities.
7. Promote content organically on various social media platforms.
8. Recreate or convert and repackage the available content as per requirement and posting it on social media platforms.
9. Designing and preparing e-books, electronic version of other books, website banners, brochures, booklets as per NCCF's requirement.
10. Furnishing monthly reports or reports as required by NCCF on the parameters required by NCCF for proper assessment of performance of the Agency.
11. Archiving of available content in digital format. This archived content will be submitted by the Agency in external hard disk to NCCF at the end of assignment or as required from time to time.
12. The content and activities on social media platforms shall be accessible on various mobile devices, different mobile browsers and Operating Systems in addition to desktop PCs and laptops.
13. The Agency will ensure seamless transfer and handing over of the services, operations and archived data to the successor entity which is awarded this work if the successor entity has been awarded the work within the validity of PBG of the Agency.
14. The Agency will ensure that all process and standards are being followed to ensure that the data is secure and is immune to any fraudulent activity. It will be binding on the Agency to follow the Framework and Guidelines for Use of Social Media for Government Organizations issued by the Ministry of Electronics and Information Technology (MeitY) and Information Technology (IT) Act, 2000 and rules and regulations made thereunder as amended from time to time.
15. All preparatory documents required for execution of work.

16. This is only an indicative list. Any activity required to be undertaken for execution of work would be deemed to have been incorporated in the scope of work.

**ANNEXURE-II**

**ELIGIBILITY CRITERIA AND DETAILS TO BE SUBMITTED WITH THE BID**

<b>S. No.</b>	<b>Particulars</b>	<b>Proof required</b>	<b>Page number (to be filled by bidder)</b>

1.	The bidder must furnish an undertaking for EMD	Undertaking as per <b>Annexure -III</b>	
2.	The bidder should accept and comply with the terms and conditions of the tender	Undertaking as per <b>Annexure -III</b>  Note: This is also the covering letter for submission of bid	
3.	The bidder should submit its profile	Information to be provided as per <b>Annexure - IV</b>	
4.	The bidder should have a registered office or branch office in Delhi / NCR continuously for at least 1 year preceding the date of opening of bids	Undertaking as per <b>Annexure - V</b> mentioning address of the Delhi / NCR office of bidder on letter head  and  copy(ies) of document(s) evidencing existence of this office / branch office in Delhi / NCR continuously for the last 1 year	
5.	Bidder should be registered in India	Copy of registration certificate	
6.	Bidder should not have conflict of interest in the assignment as specified in the tender document	Affidavit on Rs 100/- Non-Judicial stamp paper, attested by Notary Public, as per <b>Annexure - VI</b>	
7.	Bidder should not have been blacklisted till date by any Central Government or State / UT Government entity	Note: All the three - (i) not having conflict of interest, (ii) non-blacklisting and (iii) compliance with code of conduct and business ethics – have to be mentioned in this single Affidavit.	
8.	Bidder should comply with the code of conduct and business ethics as specified in the tender document		
9.	Bidder should have an average annual turnover of at least Rs 50 lakh in the area of Digital Marketing services including social media marketing services during the financial years 2019-20, 2020-21 and 2022-23	Certificate from practicing Chartered Accountant as per <b>Annexure – VII</b>  Note: Average turnover will be scored as per the evaluation criteria given in <b>Annexure - IX</b>	
10.	Bidder should have an experience of handling Social Media Network Management assignments (with each assignment costing Rs 20 lakh	Copy of work order in respect of each assignment	

	or more per year) for Government organizations / PSUs during the financial years 2019-20, 2020-21 and 2022-23	/Note: Experience of Social Media Network Management for Government organizations / PSUs in terms of number of assignments and in terms of number of years will be scored separately as per the evaluation criteria given in <b>Annexure - IX</b> . Work orders before and after these three financial years will not be considered. Assignments costing less than Rs 20 lakh per year will not be considered. Only the first 7 assignments will be considered.	
11.	Bidder should have a Security Audit certificate in case of readymade tools and in case of customized tools, the bidder should furnish an undertaking that the bidder will get its tools audited by NICS or CERT-IN empanelled agencies before NCCF awards the work to the bidder, failing which the offer will be cancelled.	An undertaking as per <b>Annexure - VIII</b> .	
12.	The rates quoted for items finding mention in the DAVP rates will not be considered representative , if quoted above the DAVP rates in the bids and may allow the bids not to be considered any further and rejected accordingly		

(Signature of Authorized Signatory with company / firm seal)

Place:

Date:

**ANNEXURE-III**

**Undertaking to be furnished by bidder on letter head**

**for acceptance of and compliance with the terms and conditions of the tender document and Earnest Money Deposit**

To

General Manager (P&A)  
NCCF of India Limited  
New Delhi – 110 016

**Subject: Tender for engagement of Social Media Network Agency for NCCF of India Limited**

Sir,

We are hereby submitting our bid in response to your tender document regarding engagement of Social Media Network Agency for NCCF of India Limited. We hereby declare that we have understood the terms and conditions of the tender document mentioned above. We further declare that we accept the terms and conditions of the tender document mentioned above. In addition, we declare that we are in compliance with the terms and conditions of the tender document mentioned above. We accept that our bid shall not be evaluated if we do not provide all the required information and documents.

2. We hereby undertake that our bid shall be valid for a period of 6 months from the last date of submission of bids mentioned in the tender document. We undertake not to withdraw or modify our bid during the period of validity of the bid. We accept that in case we withdraw or modify our bid, we shall not be eligible to bid for any work of NCCF of India Limited for a period of 3 years. In case NCCF so requires, we undertake to extend the validity of the bids by such time as required by NCCF within the specified time, failing which our bid shall not be considered for further evaluation.

3. We undertake that if we are selected to provide the services mentioned in the tender document mentioned above then we will start providing the services with immediate effect or as stipulated in the work order. We understand that NCCF of India Limited is not bound to accept any bid received in response to the above tender document.

4. We hereby declare that all the information provided and statements made in our bid documents are true. Further, we hereby declare that we have not tampered with or modified the tender document. We understand that the information submitted by us may be subject to public release as per RTI Act.

5. We also accept that decision of NCCF of India Limited shall be final and binding in all cases pertaining to bids, award of work and subsequent work.

Yours sincerely,

(Signature of Authorized Signatory with company / firm seal)

Place:

Date:

**ANNEXURE- IV**

**Information to be furnished by bidder on letter head**

**Subject: Tender for engagement of Social Media Network Agency for NCCF of India Limited**

Sl. No.	Description	Information in respect of bidder (company / firm)	Information in respect of nodal person of bidder (for correspondence for all matters related to the tender)
1.	Name		
2.	Full address		
3.	Telephone number (if any)		
4.	Mobile number (if any)		
5.	e-mail address (if any)		
6.	Fax number (if any)		

Yours sincerely,

(Signature of Authorized Signatory with company / firm seal)

Place:

Date:

**ANNEXURE- V**

**Undertaking to be furnished by bidder on letter head**

**for having office / branch office in Delhi / NCR continuously for the last 1 year**

To

General Manager (P&A)  
NCCF of India Limited  
New Delhi – 110 016

**Subject: Tender for engagement of Social Media Network Agency for NCCF of India Limited**

Sir,

We hereby undertake that we have an office / branch office (strike out whichever is not applicable) in Delhi / NCR (strike out whichever is not applicable) at the following address continuously since \_\_\_\_\_ (date since this office / branch office exists at this address):

(Address of office / branch office)

2. We are attaching \_\_\_\_\_ (state the name of document) evidencing the existence of this office / branch office (strike out whichever is not applicable) at this address continuously for the last 1 year.

Yours sincerely,

(Signature of Authorized Signatory with company / firm seal)

Place:

Date:

**ANNEXURE- VI**

On Non-Judicial Stamp Paper of Rs 50/- or Rs 100/-

**Affidavit for not having conflict of interest, for non-blacklisting and for compliance with code of conduct and business ethics**

**Subject: Tender for engagement of Social Media Network Agency for NCCF of India Limited**

I, \_\_\_\_\_ (name of authorized signatory of bidding company / firm), \_\_\_\_\_ (designation of authorized signatory), of \_\_\_\_\_ (name of bidding company / firm) and having its office at \_\_\_\_\_ (full address of bidding company / firm) certify that \_\_\_\_\_ (name of bidding company / firm) does not have any conflict of interest as defined in the tender document. I undertake that we will abide by the terms and conditions related to conflict of interest mentioned in the tender document and we will accept the decision of NCCF of India Limited in this regard.

2. Further, I certify that the \_\_\_\_\_ (name of bidding company / firm) has not been blacklisted till date by any Central Government or State / UT Government entity.

3. Further, I certify that the \_\_\_\_\_ (name of bidding company / firm) is in compliance with code of conduct and business ethics mentioned in the tender document. I undertake that we will abide by the terms and conditions related to code of conduct and business ethics mentioned in the tender document and we will accept the decision of NCCF of India Limited in this regard.

(Signature of Authorized Signatory with company / firm seal)

Place:

Date:

**ANNEXURE-VII**

**Average Annual Turnover Certificate to be issued by practicing Chartered Accountant on letter head**



**Subject: Tender for engagement of Social Media Network Agency for NCCF of India Limited**

This is to certify that

M/s \_\_\_\_\_ (company / firm name and address) are in the business of Digital Marketing services. Their turnover in the area of Digital Marketing services during financial years 2019-20, 2020-21 and 2021-22 is as given below:

Sl. No.	Financial Year	Annual turnover in the area of Digital Marketing services including social media marketing services (Amount in Rs)
1.	2019-20	
2.	2020-21	
3.	2021-22	
Average annual turnover in the area of Digital Marketing services including social media marketing services during the above 3 years		

Signature of the Chartered Accountant with seal of the company / firm

Membership Number:

Place:

Date:

**ANNEXURE-VIII**

**Undertaking to be furnished by bidder on letter head**

**For Security Audit of tools to be used in connection with the social media network management for NCCF OF INDIA LIMITED.**

To  
General Manager (P&A)  
NCCF of India Limited  
New Delhi – 110 016

**Subject: Tender for engagement of Social Media Network Agency for NCCF of India Limited**

Sir,

We understand that it is necessary to have Security Audit certificate of tools to be used in connection with the social media network management for NCCF of India Limited. We hereby undertake that we have Security Audit certificate in case of readymade tools for using in connection with the social media network management for NCCF of India Limited. We further undertake that in case we propose to use customized tools, we will get such tools audited by NICSI or CERT-IN empanelled agencies before NCCF of India Limited awards the work to us, failing which NCCF of India Limited will be free to award the work to some other bidder.

2. We undertake that we will submit to NCCF of India Limited the certificates of Security Audit of tools proposed to be used or being used, as the case may be, whenever required by NCCF of India Limited.

Yours sincerely,

(Signature of Authorized Signatory with company / firm seal)

Place:

Date:

**ANNEXURE-IX**

**Scoring of Bids in Stage 1**

	Evaluation criteria		
--	---------------------	--	--

S. No.		Maximum marks	Marks obtained by the bidder
1.	<p>Average annual turnover in the area of Digital Marketing services including social media marketing services during the financial years 2019-20, 2020-21 and 2021-22</p> <ol style="list-style-type: none"> <li>1. Rs 50 lakh or more but less than Rs 2 crore: 10 marks</li> <li>2. Rs 2 crore or more but less than Rs 10 crore: 15 marks</li> <li>3. Rs 10 crore and above: 20 marks</li> </ol>	20	
2.	<p>Experience of handling Social Media Network Management assignments (with each assignment costing Rs 10 lakh or more per year) for Government organizations / PSUs during the financial years 2018-19, 2019-20 and 2020-21 (experience in terms of number of assignments)</p> <ol style="list-style-type: none"> <li>1. 1 or 2 assignments: 5 marks</li> <li>2. 3 or 4 assignments: 12 marks</li> <li>3. 5 or 6 assignments: 20 marks</li> <li>4. 7 or more assignments: 30 marks</li> </ol>	30	
3.	<p>Experience of handling Social Media Network Management assignments (with each assignments costing Rs 20 lakh or more per year) for Government organizations / PSUs during the financial years 2019-20, 2021-22 and 2022-23 (experience in terms of number of years; experience for any of the years 2019-20, 2021-22 and 2022-23 would be counted based on the date of work order; assignments for more than 12 months would be counted for the</p>	20	

number of years mentioned in the work order starting with the year of work order)		
1. 1 year: 10 marks		
2. 2 years: 15 marks		
3. 3 years: 20 marks		
<b>Total marks</b>	<b>70</b>	

Minimum marks required for bidder to qualify for Stage 2: 45 marks

### **Points to be covered in presentation**

1. Understanding of the work done by NCCF – include at least 1 animated video with voice over, at least 1 GIF, at least 1 still creative, at least 1 mnemonic 2 tweets each working days 2 posts on the facebook, instagram, 1 Videos(Long/Short) daily and at least 1 stop-motion animation. The importance of underlying content, level of engagement and ease of understanding of the creatives will be taken into account while evaluating them.[Note: These will become properties of NCCF and can be used by NCCF even if the bidder is not awarded the work]
2. Bidder’s past experience of Online Reputation Management (ORM) of a / some Government entity (ies) with concrete examples to evidence bidder’s contribution in increasing that Government entity’s work’s visibility and positive sentiment using ORM tool. The growth in followership, positive sentiment and reach of content during the period of assignment should be highlighted.
3. Bidder’s ideas on how to increase NCCF initiatives’ visibility and positive sentiment on social media using ORM tool. [Note: Bidder needs to mention which ORM tool the bidder proposes to use for NCCF assignment; the cost of this ORM tool should be included in the financial bid]

Note: Every bidder will be required to hand over the presentation to NCCF for future reference by NCCF.

### **Scoring of Bids in Stage 2**

S. No.	Evaluation criteria	Maximum marks	Marks obtained by the bidder
1.	Understanding of the work done by NCCF – include at least 1 animated video with voice over, at least 1 GIF, at least 1 still creative, at least 1 mnemonic and at least 1 stop-motion animation. The importance of underlying content, level of engagement and ease of understanding of the creatives will be taken into account while evaluating them.	10	
2.	Bidder's past experience of Online Reputation Management (ORM) of a / some Government entity(ies) with concrete examples to evidence bidder's contribution in increasing the that Government entity's work's visibility and positive sentiment using ORM tool. The growth in followership, positive sentiment and reach of content during the period of assignment should be highlighted.	10	
3.	Bidder's ideas on how to increase NCCF initiatives' visibility and positive sentiment on social media using ORM tool.	10	
Total marks		30	

## ANNEXURE-X

### Format for Financial Bid

**[To be submitted in the form of BOQ.xls]**

Schedule of price bid in the form of **BOQ template** BOQ.xls available along with the tender document on CPPP. Bidders are advised to download this BOQ.xls as it is and

quote their rates in the relevant column and upload the same in the commercial bid.  
**The format of BOQ template is given below for reference only.**

Item	Amount (in INR)	
	In figures	In words
Consolidated amount for 1 month for the scope of work mentioned in the tender document (exclusive of taxes).....(a)		
GST.....(b)		
Other taxes, if any [the names and rates (in percentage) of each of these taxes may be mentioned below the table].....(c)		
Total for 1 month (d) = (a) + (b) + (c)		
Total for 1 <sup>st</sup> year (F) = (d) x 12		

Note:

1. GST would be payable at the applicable rates as may be in force from time to time during the course of engagement.
2. Bidder needs to include the cost of ORM tool, proposed by bidder (in Stage 2 of technical bid evaluation) for NCCF assignment, in the financial bid
3. Yearly increment in amount payable to the Agency: 10%

(Signature of Authorized Signatory with company / firm seal)

Place:

Date:

**ANNEXURE - XI**

**Format for Performance Bank Guarantee (PBG)**

To,  
The Pay and Accounts Officer,  
NCCF of India Limited,  
New Delhi.

.....  
....., (hereinafter called "the Agency") has undertaken, in pursuance

of Tender dated:..... for engagement of Social Media Network Agency for NCCF of India Limited (herein after called “the tender”), to provide services mentioned in the tender.

AND WHEREAS it has been stipulated by you in the said tender that the successful bidder shall furnish you with a Bank Guarantee for an amount of Rs ...../- (Rupees ..... only), being 5% of the value of work order, from a Commercial Bank as security for compliance with its obligations in accordance with the terms and conditions of the tender;

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Agency, up to a total of Rs. ..../- (Rupees ..... only), and we undertake to pay you, upon your first written demand declaring the Agency to be in default under the tender and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the tender to be performed there under or of any of the tender documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the [date to be mentioned here should be 60 days beyond the period of engagement].

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

**ANNEXURE - XII**

On Non-Judicial Stamp Paper of Rs 100/-

**AGREEMENT**

This Agreement is being signed on ----- [date of Agreement] between NCCF of India Limited, Government of India (hereinafter referred to as "NCCF") and ----- (hereinafter referred to as the "Agency").

2. Whereas in pursuance of tender document No. ----- Dated -----, the Agency submitted its bid. After the due process of evaluation of bids, NCCF hereby appoints the Agency for carrying out the Agency to carry out the following work:

[The activities listed out in Scope of Work to be mentioned here].

### **3. COMMENCEMENT AND EXTENSION OF THE AGREEMENT:**

3.1. The Agreement shall commence from the date it is made.

3.2. [The provision for initial duration mentioned in the tender to be mentioned here].

3.3. [The provision for extension mentioned in the tender to be mentioned here].

### **4. PRICES AND PAYMENT SCHEDULE:**

4.1. [The provisions for Terms of payment, including increase in payment per year, mentioned in the tender to be mentioned here].

4.2. [Financial bid of the Agency to be given here].

4.3. [Provisions of Financial bid / prices mentioned in the tender document to be mentioned here].

5. The work allotted through this Agreement shall be personal to the Agency. The Agency shall not be entitled to authorize any other entity to undertake this work.

6. The Agency shall comply with all applicable laws, regulations and conditions from time to time in force which in any way relate to the work agreed through this Agreement.

### **7. INTELLECTUAL PROPERTY RIGHTS**

7.1. "Intellectual Property" means any patent, copyright, registered design, content, service mark or other industrial or intellectual property rights subsisting in India in respect of the subject matter of this Agreement.

7.2. All the documents / code / application etc. prepared and developed by the Agency will be the property of NCCF. All designs, reports, other documents and software submitted by the Agency pursuant to this Agreement shall become and remain the property of NCCF and the Agency shall, upon termination or expiration of this Agreement, deliver all such documents and software to NCCF, together with a detailed inventory thereof.

7.3. All material, art work used under the assignment with NCCF will be the property of NCCF. All the material must be copyright protected.



7.4. All the real and virtual creations produced under the assignment with NCCF will be property of NCCF and all Intellectual Property Rights (IPRs) associated with such creations will vest with NCCF.

7.5. The Agency shall promptly and fully notify NCCF of any actual or threatened or suspected infringement of any Intellectual Property of NCCF which comes to the Agency's notice.

7.6. Nothing in this Agreement shall give the Agency any rights in respect of any trademarks or service marks used by NCCF in relation to the work entailed in this Agreement. The Agency shall not without the prior written consent of NCCF use or permit to be used by any entity under its control any Intellectual Property of NCCF or any Intellectual Property so resembling the Intellectual Property of NCCF.

7.7. The Agency shall take all such steps as NCCF may reasonably require assisting NCCF in maintaining the validity and enforceability of the Intellectual Property of NCCF during the continuance of this Agreement.

## **8. FORCE MAJEURE:**

8.1 "Force Majeure" means an event which is beyond the reasonable control of any party to this Agreement. It shall include, but is not limited to, acts of God, war, civil riots, fire directly affecting the performance of the Agreement, folds and Acts and Regulations of respective Government of the two parties, namely NCCF and the Agency.

8.2. Both upon the occurrence of such cause and upon its termination, the party claiming that it has been rendered unable to perform its obligations under this Agreement, shall notify the other party within seventy-two hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

8.3. If performance of work or duty envisaged under this Agreement is suspended by force majeure conditions lasting for more than two months, the other party shall have the option of terminating this Agreement in whole or in part at its discretion without any liability on its part.

8.4. Force majeure shall not include insufficiency of funds or make any payment required hereunder.

## **9. LABOUR LAWS:**

9.1. Agency shall comply with all the provisions of labour laws in force from time to time and in case of any prosecution / penalty, the Agency shall be liable for the same.

9.2. Agency shall be liable for payments like P.F., E.S.I., etc including any compensation payable under the relevant labour laws. NCCF shall have no responsibility or financial or other liabilities towards professionals employed by the Agency.

9.3. Agency will take all safety measures / precautions during the work. Any accident due to negligence / any other reason will be the Agency's account.

## **10. INSURANCE AND MEDICAL:**

10.1. It is the responsibility of the Agency to insure its staff and equipment against any exigency that may occur at site. Agency will also take insurance cover for third party liability, which might occur due to damages caused to its manpower, equipment etc. NCCF shall not be responsible for any such damage.

10.2. Medical facilities (as per law) including insurance for the professionals working on site will be provided by the Agency.

## **11. INDEMNITY:**

11.1. The Agency shall be responsible for any injury to the workmen / employees and to persons or things and for all damages to the property which may arise from the operations or neglect of the Agency or any of its employees whether such injury or damage arise from carelessness, accident or any other causes whatsoever in any way connected with carrying out the Agreement.

11.2. The Agency shall indemnify and keep indemnified NCCF against all losses and claims for injuries and damage to any person or any property whatsoever which may arise out of or in consequence of the Agreement and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto under the provisions of various labour laws as amended from time to time.

11.3. The Agency shall indemnify, protect and save NCCF against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any intellectual property or such other statutory infringements.

11.4. NCCF shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges, and expenses arising or accruing from or in respect of any such claim of damages from any sums due or to become due to the Agency.

11.5. All claims regarding indemnity shall survive the termination or expiry of the Agreement.

12. **CONFIDENTIALITY:** The Agency shall not divulge or disclose proprietary knowledge obtained while delivering goods and services under the Agreement to any entity without the prior written consent of NCCF.

13. **DATA SECURITY AND PREVENTION OF FRAUD:** [The provision on data security and prevention of fraud mentioned in the scope of work to be mentioned here].

14. **PUBLICITY:**

14.1. Any publicity by the Agency in which the name of NCCF is to be used, should be done only with the prior written permission from NCCF.

14.2. The Agency shall not use its name, logo or any other information / publicity on content published on social media platforms of NCCF or on any other material created under this Agreement.

15. **CONFLICT OF INTEREST:**

[The provisions on Conflict of Interest mentioned in the tender to be mentioned here].

16. **CODE OF CONDUCT AND BUSINESS ETHICS:**

[The provisions on Code of Conduct and Business Ethics mentioned in the tender to be mentioned here].

17. **MODE OF SERVING NOTICE:**

17.1. Communications between NCCF and the Agency will be effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

17.2. All notices shall be issued by the authorized officer of NCCF, unless otherwise provided in the Agreement. In case the notice is sent by registered post to the last known place or abode or business of the Agency, it shall be deemed to have been served on the date when in ordinary course of post these would have been served on or delivered to it.

18. **GOVERNING LANGUAGE:** Governing language for the entire Agreement and communication thereof shall be English only.

19. **LAW:** The Agreement shall be governed and interpreted under Indian laws.

20. **LEGAL JURISDICTION:** No suit or other proceedings relating to performance or breach of the Agreement shall be filed or taken by the Agency in any Court of law except the competent Courts having jurisdiction within the local limits of New Delhi only.

**21. AGREEMENT AND WARRANTY:**

21.1. Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employee between NCCF and the Agency.

21.2. Each party acknowledges that in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representations, warranty or other provisions except as expressly provided herein, and all conditions, warranties or other terms implied by statute or common law are hereby extended to the fullest extent permitted by law.

21.3. All the documents like tender notice, tender document, scope of work, eligibility criteria, other terms & conditions mentioned in the tender form part of this Agreement.

**22. TERMINATION OF THE AGREEMENT**

22.1. [The provisions for sub-contracting and termination of Agreement mentioned in the tender to be mentioned here].

22.2. NCCF will have the right to terminate the Agreement or a part thereof with immediate effect and / or / debar / ban the Agency from bidding prospectively for a period of 3 years or as decided by NCCF or take any other action as deemed necessary without assigning any reason and without being liable for loss or damage which the Agency may suffer by reason of such termination. Any such termination shall be without prejudice to any other right of NCCF under the Agreement.

22.3. If the Agency does not fulfil its obligations under the Agreement or the performance of the Agency is not satisfactory, NCCF may terminate the Agreement with immediate effect and Agency will forfeit its Performance Bank Guarantee.

22.4. In case of late services / no services on a specific activity, in which the Agency fails to deliver the services within the period fixed for such delivery within schedule or repudiates the Agreement, the Agency shall be liable to pay Liquidated Damages (LD) at the rate of 1% of per week of the value of the work order up to maximum of 10% of the value of the work order. This shall be without prejudice to any other right or remedy available to NCCF to recover damages. The timeline / schedule of deliverables will be decided as and when the requirement arises.

22.5. If the Agency decides to terminate the Agreement before the expiration of period of Agreement, the Agency shall give an advance intimation of at least 3 months to NCCF. If the Agency terminates the Agreement without giving prior notice of 3 months to NCCF, then the Performance Bank Guarantee shall be forfeited to NCCF.

22.6. Should any part of the Agreement be illegal or unenforceable, the remaining provisions shall so far as they are capable of being performed and observed, shall continue in full force and effect.

**23. DISPUTES AND ARBITRATION:**

23.1. In case of any matter relating to terms and conditions not specified in the Agreement, the same shall be decided by mutual agreement of NCCF and the Agency.

23.2. If any dispute, difference, question or disagreement shall at any time, hereafter arise, between NCCF and the Agency or the respective representatives or assignees in connection with or arising out of the Agreement, NCCF would appoint a sole arbitrator, which shall be accepted by the Agency. The decision of the arbitrator would be final and binding on NCCF and the Agency.

23.3. The Agency shall not stop the work under the Agreement and work shall continue as expected to continue whether the arbitration proceedings have commenced or not.

23.4. The venue of arbitration shall be at New Delhi. Subject to as aforesaid, the provisions of the Indian Arbitration Act, 1996 and any statutory modifications or re-enactments thereof and rules made thereunder and for the time being in force shall apply to the arbitration proceedings.

24. [Provision on liquidation or change in business mentioned in the tender document to be mentioned here]

BOTH THE PARTIES HERETO agree to abide by the terms and conditions as mentioned above.

Signature of the Authorised Representative of the Agency	Signature of the Authorised Representative of NCCF
Name:	Name:
Designation:	Designation:
Address:	Address:
Seal of the firm / company	Seal of NCCF

<p>Signature of witness:</p> <p>Name of witness:</p> <p>Address of witness:</p>	<p>Signature of witness:</p> <p>Name of witness:</p> <p>Address of witness:</p>
<p>Signature of witness:</p> <p>Name of witness:</p> <p>Address of witness:</p>	<p>Signature of witness:</p> <p>Name of witness:</p> <p>Address of witness:</p>